EXHIBIT "A"



COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

VINCENT ROMA

VS.

AMERICAN HONDA MOTOR CO INC

NO. 2018-07138

CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document <u>commencing an action</u> in the Bucks County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney	Mrs. Emma	Mrs. Emma Chiampou Robison, Esq., ID: 312525				
	Self-Repres	ented (Pro Se) Liti	gant			
Class Action Suit	Yes	X No				
MDJ Appeal	Yes	X No	Money Damages Requested X			
Commencement of Action:			Amount in Controversy:			
Complaint			\$50,000 or less			
Case Type and Code Contract:						
Other	•					
Other: LEM	LEMON LAW/BREACH OF WARRANTY					

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phoentie	The information collected on this fo supplement or replace the filing and	rm is used solely for service of pleadings	r <mark>court admini</mark> stratio or other papers as re	on purposes. This fe equired by law or ru	orm does not les of court.			
S (III	Commencement of Action: Complaint							
	Lead Plaintiff's Name: Vincent Roma			Lead Defendant's Name: American Honda Motor Co., Inc.				
0	Are money damages requested?	Dollar Amount Requested: Within arbitration limits (check one) outside arbitration limits						
1	Is this a Class Action Suit?	☐ Yes	Is this an MD	J Appeal? □	Yes 🖾 No			
A								
	Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)							
	Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your PRIMARY CASE. If you are making more than one type of claim, check the one that you consider most important.							
AND SOLICE TO SERVICE	MASS TORT Asbestos Tobacco Toxic Tort - DES Toxic Tort - Implant Toxic Waste Other: PROFESSIONAL LIABLITY		Administrative Agencies Board of Assessment Board of Elections Dept. of Transportation Statutory Appeal: Other Zoning Board Other: Deach of MISCELLANEOUS Common Law/Statutory Mandamus Non-Domestic Relation Restraining Order Quo Warranto		gencies essment etions sportation peal: Other DUS //Statutory Arbitration adgment c Relations erder			
	☐ Dental ☐ Legal ☐ Medical ☐ Other Professional;	Partition Quiet Title Other:		Replevin Other:				

Updated 1/1/2011

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

- (a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:
 - (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
 - (ii) actions for support, Rules 1910.1 et seq.
 - (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
 - (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
 - (v) actions in domestic relations generally, including paternity actions, Rules1930.1 et seq.
 - (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.
- (2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.
- (b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.
 - (c) The prothonotary shall assist a party appearing pro se in the completion of the form.
- (d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.
- (e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.

The Robison Lemon Law Group, LLC By: Emma C. Robison Attorney ID: 312525 181 Andrien Rd. Glen Mills, PA 19342 (267) 504-4744

IN THE COURT OF COMMON PLEAS BUCKS COUNTY COMMONWEALTH OF PENNSYLVANIA

Vincent Roma			
	T01 - 1 - 1 - 100	CIVIL ACTION	
v.	Plaintiff,	NO.:	
American Honda Motor Co., Inc.		JURY TRIAL DEMANDED	
	Defendant.		

COMPLAINT - CIVIL ACTION

Plaintiff, Vincent Roma, by and through his attorneys, The Robison Law Group, LLC, hereby files this Complaint against the above-named Defendant, and, in support thereof states as follows:

THE PARTIES

- 1. Plaintiff, Vincent Roma, at all relevant times, was an adult citizen of the State of Pennsylvania and resides at 96 Delaware Ave, Long Beach, NY 11561.
- 2. Defendant, American Honda Motor Company, maintains their place of business at 1919 Torrance Blvd., Torrance, CA 90501.

BACKGROUND

3. This is a civil action arising out of the Plaintiff's purchase of a 2015 Acura TLX on or about September 5, 2016 from David Davis Acura in Langhorne, PA. Plaintiff's purchase documents are attached hereto as Exhibit "A."

- 4. In exchange for \$29,995.00, Plaintiff received a four (4) year, fifty thousand (50,000) mile manufacturer's warranty. This warranty states that should a defect arise within the vehicle, it will be fixed by the manufacturer within a reasonable amount of time or attempts.
- 5. Due to defects that include, but are not limited to, a faulty transmission, the Plaintiff has returned to no less than seven (7) times for repair. Plaintiff's repair orders are attached hereto as Exhibit "A."
- 6. All defects arose within the manufacturer's limited warranty period.
- 7. Due to the manufacturer's failure to fix this defect within a reasonable amount of time, Plaintiff asserts that the manufacturer's limited warranty is breached.
- 8. The defect renders the vehicle substantially unsafe and unable to be used by the Plaintiff as intended. The defect also significantly diminishes the value of the vehicle.

COUNT I - MAGNUSON-MOSS WARRANTY IMPROVEMENT ACT

- 9. The Magnuson-Moss Warranty Improvement Act ensures that a manufacturer adhere to any warranty issued with a product. 15 U.S.C. 2310(d)(1).
- 10. The Act states that if a warranty is present when goods are exchanged, and the product exhibits a nonconformity, the seller must fix the defect within a reasonable number of time or attempts, or the consumer may sue for damages. <u>Id</u>.
- 11. Here, the Plaintiff returned the vehicle to an authorized dealership no less than seven (7) times for the same transmission defect, yet it continues to exist.
- 12. The transmission defect exhibits itself in the form of a delay from 2nd to 3rd gear. The Plaintiff has also recently experienced another transmission defect in the vehicle failing to go into drive.
- 13. The dates of service for the transmission nonconformity include: 6/30/17; 07/05/17; 07/15/17; 08/07/18; 08/18/18; 09/06/18; and 10/04/18.
- 14. Due to the Defendant's failure to fix this nonconformity within a reasonable number of time or attempts, the Defendant is in breach of the warranty.
- 15. A violation of this Act entitles the Plaintiff to the diminished value of the vehicle unless special circumstances show proximate damages of a different amount. 13 Pa. C.S.A. §2714(b).
- 16. The Act also provides for the award of reasonable attorney fees/costs. 15 U.S.C. §2310(d)(2)

WHEREFORE, Plaintiff demands judgment in his favor and against the Defendant in the amount of the diminished value of the vehicle, plus attorney fees/costs, and other such relief as may be determined to be reasonable. This amount is not to exceed \$50,000.

COUNT II - UNIFORM COMMERCIAL CODE

17. The Uniform Commercial Code also provides relief for a consumer if a manufacturer breaches a vehicle's warranty.

- 18. Under the Uniform Commercial Code, the Plaintiff must show that a breach of warranty occurred, and the breach is the proximate cause of the damages sustained. <u>Altronics of Bethlehem, Inc. v. Repco Inc.</u>, 957 F.2d 1102 (3rd Cir. 1992).
- 19. This breach includes a violation of the vehicle's
 - a. Express warranty under 13 Pa. C.S.A. §2313
 - b. Implied warranty under 13 Pa. C.S.A. §2314
 - Implied warranty of fitness for a particular purpose under 13 Pa. C.S.A. §2315;
 and
 - d. Implied warranty of merchantability under 13 Pa. C.S.A. §2314
- 20. A breach of warranty occurs if the manufacturer fails to fix the defect within a reasonable amount of time or number of attempts. 13 Pa. C.S.A. §2608(a)(1).
- 21. Here, Plaintiff returned the subject vehicle to an authorized dealership no less than seven (7) times or the same defect, yet it continues to exist.
- 22. The measure of damages for breach of warranty under the PA UCC is the difference at the time and place of purchase between the value of the goods accepted and the value they would have had if they had been as warranted, unless special circumstances show proximate damages of a different amount. 13 Pa. C.S.A. §2714(b).
- 23. Due to the Defendant's failure to fix a warrantable defect within a reasonable amount of time or number of attempts, the Plaintiff's vehicle has a significant diminished value.

WHEREFORE, Plaintiff demands judgment in his favor and against the Defendant in the amount of the diminished value of the vehicle and other such relief as may be determined reasonable.

COUNT III – PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

- 24. The Pennsylvania Unfair Trade Practices and Consumer Protection Law (hereinafter "UTPCPL") prohibits certain actions that are deemed unfair or deceptive.
- 25. The UTPCPL defines unfair methods of competition and, unfair or deceptive acts or practices, to include:
 - a. Failure to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
 - b. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have;
 - c. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another; and
 - d. Making repairs, improvements or replacements on tangible, real or personal property, of a nature or qualify inferior to or below the standard of that agreed to in writing.
 - 73 P.S. §201-2(4)(xiv),(v),(vii),(xvi).
- 26. A manufacturer's failure to comply with the terms of a written warranty by failing to fix a defect within a reasonable amount of time or number of attempts is an unfair method of competition and/or unfair or deceptive act or practice under the UTPCPL.
- 27. Here, the Plaintiff returned the subject vehicle to an authorized dealership no less than seven (7) times or the same defect, yet it continues to exist.

- 28. The measure of damages under the UTPCPL is the damages sustained due to the warranty breach, which the court may treble. 73 P.S. §201-9.2(a). This may include, but is not limited to, the purchase price or diminished value of the vehicle.
- 29. The Law also provides for the award of reasonable attorney fees/costs. Id.

WHEREFORE, Plaintiff demands judgement in his favor and against the Defendant in the amount of the purchase price of the vehicle and other such relief as may be determined reasonable. Plaintiff also demands three times the amount of damages sustained and attorney fees/costs.

By: Emma C. Robison

Emma C. Robison

Attorney for the Plaintiff

The Robison Law Group 181 Andrien Rd. Glen Mills, PA 19342 (267) 504-4744 emma@lemonlawcar.com

VERIFICATION

I, Emma C. Robison, do affirm that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

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Emma C. Robison

Emma C. Robison

Attorney for the Plaintiff

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American Honda Motor Company, Inc. 1919 Torrance Blvd. Torrance, CA 90501



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